

Anderson Clarkson Brown PLLC
2158 North Gilbert Road, Suite 114
Mesa, Arizona 85203

Scott K. Brown (State Bar No. 020390)
Direct Dial: (480) 247-0557
E-mail: sbrown@acblawgroup.com

Attorneys for Defendant Barclays Bank Delaware

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

Megan Marples,

Plaintiff,

Case No. 2:24-cv-03697-DJH

ANSWER

V.

Barclays Bank Delaware,

Defendant.

Defendant Barclays Bank Delaware (“Barclays”) hereby answers the Complaint filed by Plaintiff Megan Marples (“Plaintiff”), as follows:

1. Barclays denies that the San Marcos Justice Court has jurisdiction over Plaintiff's claims against Barclays and that venue is proper in the San Marcos Justice Court. However, Barclays admits that the United States District Court, District of Arizona ("District Court"), has jurisdiction over Plaintiff's claims and venue is proper in the District Court.

2. Barclays is without sufficient information or belief as to Plaintiff's current residence.

3. Barclays denies that Plaintiff is entitled to any damages against Barclays.

4. Barclays admits that it has not removed certain charges on Plaintiff's credit card with Barclays related to charges made at Fry's Food and Drug. Barclays denies that the charges were fraudulent.

1 5. Barclays denies that it has incorrectly charged interest and other fees on
2 Plaintiff's credit card account. Barclays admits that it has closed Plaintiff's account with
3 Barclays.

4 6. Barclays admits that it has reported Plaintiff's delinquencies to the credit
5 reporting agencies ("CRAs").

6 7. Barclays denies the remaining allegations in Plaintiff's Complaint.

AFFIRMATIVE DEFENSES

8 1. Plaintiff has failed to state a claim against Barclays upon which relief can be
9 granted.

10 2. The information Barclays provided to the CRAs was accurate and not
11 misleading.

12 3. Plaintiff has not filed a dispute notice with the CRAs or Barclays, negating
13 any duty by Barclays to investigate the dispute and provide a report to the CRAs – and also
14 negating any damages Plaintiff seeks for a violation of the Fair Credit Reporting Act
15 (“FCRA”).

16 4. Any damages to Plaintiff are the result of the acts or omissions of Plaintiff or
17 others, over which Barclays has no control and for whom Barclays has no responsibility.

18 5. Barclays has not published any false, inaccurate, or defamatory information
19 to a third-party regarding Plaintiff and has not acted with negligence, malice, actual malice,
20 or willful intent to injure.

21 6. Plaintiff has failed to mitigate her damages.

22 7. Barclays affirmatively pleads that it is entitled to attorneys' fees in the event
23 the Court determines that Plaintiff has filed an unsuccessful pleading, motion, or other
24 paper in connection with this action under Section 1681n or 1691o of the FCRA in bad
25 faith or for purposes of harassment.

26 8. Barclays reserves the right to assert additional affirmative defenses at such
27 time and to such extent as warranted by discovery and the factual developments in this
28 case.

1 DATED this 27th day of December, 2024.

2 ANDERSON CLARKSON BROWN PLLC

3 By: /s/ Scott K. Brown (#020390)

4 Scott K. Brown

5 *Attorneys for Defendant Barclays Bank Delaware*

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing *Answer* has been served via first class mail, postage prepaid, upon the following:

Megan Marples
5441 West Whitten Street
Chandler, Arizona 85226
Pro Se Plaintiff

/s/ C.J. Scruggs

C.J. Scruggs, Paralegal
Anderson Clarkson Brown PLLC